

元大商業銀行股份有限公司 香港分行  
台灣成立之法團及其公司股東為有限責任  
Yuanta Commercial Bank Co., Ltd.  
Incorporated in Taiwan with limited liability of shareholders



帳戶條款及細則(個人及公司客戶適用)

Terms for Accounts (For Personal and Corporate Account Holder)

關於個人資料(私隱)條例致客戶的通告

Notice to Customers Relating to the Personal Data (Privacy) Ordinance

## SECTION I: GLOSSARY AND INTERPRETATION

1.1 In these Terms and Conditions, unless the context otherwise requires, the following words and expressions shall have the following meanings: -

“**Account**” means one or more accounts which the Client opens or maintains with the Bank including Current Account, Savings Account and Fixed Deposit Account (as defined below), and any other account that the Client may open and maintain with the Bank from time to time;

“**Application Form**” means the Bank's account application form as prescribed by the Bank executed by or on behalf of the Client as amended or supplemented from time to time and includes the Signature Card;

“**Applicable Law**” means all applicable laws, regulations, rules, orders, directives, guidelines, codes or requirements of any governmental, regulatory or other authority as may be in place from time to time and includes the rules promulgated by Hong Kong Association of Banks;

“**Authorized Impression**” means the chop and/or seal authorized by the Client to be used on its own with or without a specimen signature to operate an Account as set out in the authorization form or the Signature Card (as the case may be);

“**Authorized Person**” means a person authorized or deemed to be authorized or as replaced from time to time by the Client in an authorization form or the Signature Card or otherwise in writing to act for and on behalf of the Client in connection with an Account;

“**Business Day**” means a day (other than Sundays and public holidays) on which the Bank is generally open for business in Hong Kong;

“**Business Hours**” means the specified hours that the service shall be provided to the Client as determined by the Bank from time to time in its discretion;

“**Client**” means the person(s) who has/have opened or maintained account(s) in his/their own name(s) with the Bank;

“**Current Account**” shall have the meaning given to it in Section III of these Terms and Conditions;

“**Fixed Deposit Account**” shall have the meaning given to it in Section III of these Terms and Conditions;

“**Hong Kong**” means the Hong Kong Special Administrative Region of the People's Republic of China;

“**Savings Account**” shall have the meaning given to it in Section III of these Terms and Conditions;

“**Signature Card**” means the Bank's specimen signature card in the form as prescribed by the Bank from time to time which shall have thereon the specimen signature of the Client and the Authorized Person and the Authorized Impression specimen, if any;

“**Society**” shall have the meaning given to it under the Societies Ordinance (Cap.151);

“**Terms and Conditions**” means the terms, conditions, stipulations, provisions, covenants, agreements, requirements, obligations and undertakings set out herein as amended by the Bank from time to time.

1.2 Unless the context otherwise requires, words importing the singular include the plural and vice versa and words importing any gender include every gender.

1.3 In these Terms and Conditions, references to the term “person” shall include any individual, sole proprietor, company, corporation, body corporate or unincorporate or other juridical person, partnership, firm, enterprise, joint venture, society, club, association or trust or any federation, state or subdivision thereof or any government or agency of any thereof.

1.4 In these Terms and Conditions, references to the terms “days”, “weeks”, “months” and “years” shall, unless the context otherwise requires, mean calendar days, weeks, months and years respectively.

1.5 The headings in these Terms and Conditions are inserted for convenience and ease of reference only and shall have no effect whatsoever.

1.6 References in these Terms and Conditions to any party hereto shall be deemed to include their respective successors and permitted assigns.

1.7 The Chinese translation of these Terms and Conditions is provided for convenience only and in the event of any inconsistency between the English and Chinese versions of these Terms and Conditions, the English version shall prevail for all purposes.

1.8 References in these Terms and Conditions to the “Bank” are to be construed as references to “Yuanta Bank, Ltd., Hong Kong Branch” and “it” or “its” are to be construed accordingly.

## **SECTION II: GENERAL TERMS**

**These General Terms are applicable to all banking services**

### **1 Scope of Services**

1.1 The Bank shall provide the Client with the service subject to these Terms and Conditions.

1.2 The service shall be provided to the Client within the office hours as determined by the Bank from time to time in its absolute discretion.

1.3 The Bank has the right to withdraw, cancel or revoke the service at any time in whole or in part.

### **2 Opening Maintenance and Operation of Account**

2.1 When the Client desires to open the Account with the Bank, the Client shall: -

- (a) complete an account application form and such other forms as may be required by the Bank;
- (b) provide identification and copies thereof acceptable to the Bank;
- (c) provide references and copies thereof as the Bank may require; and
- (d) provide such other information or documents as the Bank may require (as the case may be).

2.2 Subject to these Terms and Conditions, any other agreement between the Bank and the Client and any of the Applicable Law, the Bank shall honour all instructions or otherwise act on any instructions given by the Client in respect of the Account, whether or not the Account balance is in credit or debit or may become overdrawn in consequence or otherwise but without prejudice to the Bank's absolute right to refuse any instructions or to allow any overdraft or increase of overdraft beyond any specified limit imposed from time to time in accordance with these Terms and Conditions.

2.3 All amounts to be credited to the Account whether delivered in person or by post shall be accompanied by a completed deposit slip in the form supplied by the Bank from time to time, or by a letter giving full details of the amounts to be deposited, or by such other method as the Bank may prescribe or permit from time to time.

2.4 The Bank shall have discretion whatsoever not to honour any liability or pay any moneys due to the Client other than at the branch of Yuanta Bank, Ltd. where the relevant account is maintained.

2.5 Any written instrument payable upon presentation (including cheque, bill of exchange, promissory note, cash item, collection item and any other similar item), and/or any written instruction (to pay money or otherwise), shall be lodged for clearance and/or collection at the branch of the Bank at which the relevant Account is maintained within the hours specified by the Bank from time to time. Such written instrument or instruction shall be properly endorsed and will require, in accordance with the prevailing banking practice or as notified to the Client by the Bank from time to time, usual time for clearance.

2.6 In the event that any written instrument payable upon presentation (including cheque, bill of exchange, promissory note, cash item, collection item and any other similar item), or any written instruction (to pay money or otherwise) is lodged with the Bank for clearance or collection is dishonoured, the Bank's only obligation shall be to notify the Client, and pending further instructions from the Client. Further, the Bank shall be entitled to retain in its possession such written instrument and/or written instruction and charge an administration fee in respect thereof in such amount as it deems fit.

2.7 The Bank may convert the currency of the remittance proceeds into the relevant currency of the Collection or Debiting Account at the then prevailing spot rate of exchange quoted by the Bank (as conclusively determined by the Bank).

2.8 The Bank shall not in any way be liable to account to the Client for any interest or benefit which the Bank may receive from or derive out of the remittance proceeds or any part thereof prior to the Bank's credit of the same into the Collection Account and such interest and benefit (if any) shall be received and held by the Bank to its own use and benefit absolutely. Interest will only accrued after the remitted funds are credited to the client's account.

2.9 The Bank reserves the right not to honour withdrawals against any uncleared written instrument, including any cheque, bill of exchange, or negotiable instrument for whatever reason.

2.10 All instructions given by the Client or the Authorized Person(s) hereunder shall be irrevocable and binding on the Client provided that subject to these Terms and Conditions, the Bank is entitled (but not be obliged) to accept any instruction to cancel or countermand instruction so given. Notwithstanding the foregoing provision, the Bank shall not be liable in any manner whatsoever if the given instruction is followed before the instruction to cancel or countermand has been processed.

#### 2.11 Authorized Person

(a) In the event that the Client determines to appoint the Authorized Person, the Client is obliged to notify the Bank in writing and provide the Bank with the Authorized Person's particulars and specimen signature(s) together with all other information as prescribed by the Bank. The Authorized Person is authorized to open (where applicable) operate maintain close or deal with all other matters in connection with the Account or the Banking Service in accordance with the Signing Arrangement and the specimen signature (s) for and on behalf of the Client except for:

(i) the application for opening of new account or new services unless otherwise provided

(ii) any change of the Authorized Person and/or the Agreed Signing Arrangement; and

(iii) any change of the correspondence address, contact number or other personal particulars of the account holder(s).

(b) Unless otherwise agreed between the Client and the Bank in writing, any change in, addition to or revocation of the Authorized Person and/or the specimen signature(s) and/or the Signing Arrangement shall not be operative unless and until the Bank shall have actually received such documents and/or authorizations in the form and substance satisfactory to the Bank and reasonable opportunity to respond such change, addition or revocation.

(c) Unless otherwise agreed between the Client and the Bank in writing, any effective change in, addition to or revocation of the Authorized Person and/or the specimen signature (and/or the Signing Arrangement shall apply to all of the Account or the Banking Service.

(d) When any one or more or all of the account holders or the users of the service die(s), any act, thing, deed or matter made or done by the Bank pursuant to the request s, instruction s or directions of the Authorized Person or any of them after such death but before the actual receipt of notice in writing thereof by the Bank shall be absolutely and conclusively binding on the account holder or the user of the service, his estate and personal representative and any party or

parties claiming through or under the account holder or the user of the service or any one or more of them.

(e) The Client agrees to ratify at all times all acts, things, deeds, directions, orders or instructions given by any or all of the Authorized Person in accordance with sub clause 4.4 above and acknowledge that the same shall be at all times be absolutely and conclusively binding on the Client.

2.12 Unless otherwise agreed between the Client and the Bank, if the Client wishes to change an Authorized Person or the Agreed Signing Arrangement in relation to any Bank Account, the Client shall submit to the Bank: -

(a) in the case of an individual account, joint account, partnership account, written instructions from all the individuals comprising the Client;

(b) in the case of a company account, a certified true copy of a board resolution of the Client authorizing the change of Authorized Person or Agreed Signing Arrangement; and

(c) in any other case, such other duly authorized instructions as shall be in form and substance satisfactory to the Bank, requesting such change.

### **3 Instructions to the Bank**

3.1 All written instructions shall be given in accordance with these Terms and Conditions and the signature appended on such instructions shall be in the form and style corresponding to the specimen signature of the Client and the relevant Authorized Person on the Signature Card filed with the Bank.

3.2 Unless otherwise agreed between the Client and the Bank, the Bank will not accept any instructions given by the Client by telex, telephone, facsimile, email or other electronic means, provided however always that the Bank reserves its final decision right to accept or reject such instructions.

3.3 Subject to clauses 3.1 and 3.2, instructions, directions or requests may be given by affixing an Authorized Impression.

3.4 The instructions are in addition to, and in no way limit or restrict any rights which the Bank may have under any other agreement between the Client and the Bank.

3.5 The Bank may, at its absolute discretion, record oral instructions by tape recording and/or any other method or media. Any such recordings shall be the property of the Bank and the Bank shall be entitled to deal with those recordings in any manner it deems appropriate. The Client agrees that such recordings shall constitute conclusive and binding evidence of the oral instructions and be admissible in any court of competent jurisdiction as evidence.

3.6 The Bank may assume and treat all instructions given as genuine, authentic, fully authorized and binding on the Client, regardless of the circumstances prevailing at the time the instructions are given, or the timing, nature or amount of the transactions to which the instructions relate, and notwithstanding any error, equivocality or lack of authority in relation to the instructions. The Client acknowledges that the Client is under an express obligation to the Bank to prevent any fraudulent, forged or unauthorized instructions from being given and agrees to assume all liabilities as a result therefrom.

3.7 The Bank may at its sole discretion, without offering the grounds for such refusal or delay, and without any liability whatsoever, refuse or delay to act upon any instruction. In particular and without limiting the generality of the foregoing, the Bank reserves the right not to act on any instruction that is unclear, or which appears to the Bank to be fraudulent, forged or unauthorized or if to do so, would result in a breach of the Applicable Law.

3.8 The Client shall fully indemnify and keep indemnified the Bank and hold it harmless at all times against all losses, damages and costs incurred or suffered as a result of or otherwise in connection with the Bank's acting or failing to act on instruction given by the Client under these Terms and Conditions except for

gross negligence and wilful default on the part of the Bank. This indemnity shall survive the termination of these Terms and Conditions, the termination of agreement between the Bank and the Client or the closure of the relevant Account.

#### **4 The Client's Responsibility**

4.1 The Client shall at all times exercise all due care to prevent cheques, cheque books, orders, instruments, Authorized Impression, documents or written instructions relating to the Account from coming into the possession of and being used by any unauthorized person.

4.2 The Client shall follow the procedures referred to in the relevant parts of Section III herein and generally in these Terms and Conditions to prevent alteration of any cheque, cheque books, orders, instruments, Authorized Impression, documents or written instructions in any manner which may facilitate fraud, forgery or an unauthorized instruction.

4.3 The Client shall notify the Bank immediately by telephone (to be followed by written notice as soon as practicable) upon becoming aware that any cheque, cheque book, order, instrument, Authorized Impression, document or written instruction relating to the Account has been stolen, lost, mislaid, forged or altered without authorization. Notwithstanding such notification the Bank shall have no liability whatsoever in relation to any loss arising out of thereof and the Client shall bear all liabilities and the consequences of the same.

4.4 The Client shall notify the Bank immediately in writing of: -

- (a) any change in the name, or where the Client is not an individual, in the constitution of the Client and shall provide the Bank with such documentation as the Bank may request to evidence such change; and
- (b) any change in the details provided by the Client to the Bank, including address, facsimile, telex, electronic mail or telephone number. Until the Bank receives such notification, all communications sent to Client's residential address, correspondence address, registered office, electronic mail address or the last known address (as the case may be) by written notice, facsimile, telex or electronic mail shall be deemed to have been duly served to the Client.

#### **5 Representations Warranties and Undertakings**

5.1 The Client hereby represents, warrants to and undertakes with the Bank that: -

- (a) (applicable if the Client is a corporation) the Client is duly incorporated or established and validly existing in accordance with the laws of the place of incorporation or establishment;
- (b) all funds to be deposited with the Bank are and will be clear, clean and legal funds and free from money laundering activities;
- (c) the Client has and will at all times have the necessary power and authority to enter into and perform the obligations on the part of the Client under these Terms and Conditions;
- (d) all necessary authorizations or consents to enable or entitle the Client to enter into and perform all of the obligations under these Terms and Conditions have been obtained; and are and remain in full force and effect at all times;
- (e) these Terms and Conditions constitute legal, valid and binding obligations of the Client enforceable in accordance with these Terms and Conditions herein;
- (f) the Client will comply with all the Applicable Law relating to operation of the Account; and
- (g) the Client undertakes to provide to the Bank, upon its demand, any documents or information reasonably required in order to maintain or continue the Account.

5.2 The Client further represents and warrants to and undertakes with the Bank that the representations, warranties and undertakings in Clause 5.1 are true and accurate in all material respects so long as the Account remains opened and maintained with the Bank hereunder with reference to the facts and circumstances

subsisting from time to time.

## **6 Communications and Notification**

6.1 A notice or demand by the Bank may be served by post, personal delivery, cable, telex, electronic mail or facsimile transmission and shall be deemed to have been duly served if by post on the day following the day of posting (its subsequent return or non-delivery notwithstanding) and if by personal delivery, cable, telex, electronic mail or facsimile transmission at the time on the day of such personal delivery, cable, telex, electronic mail or facsimile transmission if addressed to the Client or the legal or personal representative(s) of the Client at the last known address according to the Bank's record.

6.2 A notice by the Client or the Client's legal representative(s) or the Client's estate may be served by post, personal delivery, cable, telex or facsimile transmission at the registered office or last known address of the Bank but shall not be deemed to have been duly served unless and until actual receipt of such post, personal delivery, cable, telex, electronic mail or facsimile transmission by the Bank.

## **7 Sufficiency of Funds and Overdrafts**

7.1 The Client may be required to maintain a minimum balance in the Account (including at the time of account opening), and the Bank may, without prior notice to the Client and in order to maintain the minimum balance, make any necessary transfer of money from any of the Account maintained by the Client with the Bank (if applicable), and/or demand such amount to be deposited into the Account forthwith by the Client.

7.2 Subject to these Terms and Conditions, the Bank may at its sole discretion, upon the Client's request, extend an overdraft, loan, or other credit facilities or accommodation for the Account with or without security and with or without limitation, subject to the following conditions: -

- (a) interest on overdrafts or credit facilities is chargeable at the rate as determined by the Bank in its discretion;
- (b) any overdraft or credit facilities and accrued interest shall be payable forthwith upon the Bank's demand in writing; and
- (c) such other conditions as the Bank may prescribe from time to time, including requesting the Client to provide any security and execute any security document.

## **8 Statement of Account and Confirmation**

8.1 The Bank shall on a monthly basis (or at any other interval which the Bank may determine from time to time) provide the Client with a statement or a confirmation (if applicable) in respect of all transactions relating to the Account. Unless otherwise agreed between the Bank and the Client, the statement or confirmation shall be sent by ordinary post to the Client and shall be deemed to have been sent to the Client upon posting.

8.2 The Client undertakes to carefully check, examine and verify the correctness of each entry and/or transaction on each statement or confirmation provided.

8.3 The Client undertakes to inform the Bank promptly and in any event, within ninety (90) days from the date of receipt of such statement or confirmation or such other period of time as the Bank in its discretion determine of any discrepancies, omissions, incorrect entries or unauthorized transactions in relation to the Account. In the event that the Client fails to notify the Bank within ninety (90) days or such other period of time as the Bank in its discretion determine of any of the foregoing: -

- (a) the Client shall be deemed conclusively: (i) to have approved and accepted and be bound by the validity, correctness and accuracy of the transaction and/or entries and balances set out in the statement or confirmation; and (ii) to have ratified and confirmed each of the transactions represented by the entries set out therein;
- (b) the statement or confirmation shall be deemed conclusively evidence of the Client's authorization to the Bank to effect the transactions represented by the

entries set out therein; and

(c) the Client shall have no claim whatsoever against the Bank howsoever arising from, in connection with or as a result of any discrepancies, omissions, incorrect entries or unauthorized transactions in relation to the Account entered in such statement or confirmation, provided however that Clauses 8.3(a), (b) and (c) shall not apply to the following: -

- (1) unauthorized transactions arising from forgery or fraud by any third party including any employee, agent or servant of the Client and in relation to which the Bank has failed to exercise reasonable care and skill to detect;
- (2) unauthorized transactions arising from forgery or fraud by any employee, agent or servant of the Bank; and
- (3) unauthorized transactions arising from the wilful default or gross negligence on the part of the Bank or any of its employees, agents or servants.

8.4 Without prejudice to the foregoing provisions, the Bank may, at its sole discretion and without prior notice to the Client, reverse entries which may have been made by reason of administrative, operational or computer error and may make an alteration or correct any error made in any statement or confirmation and shall not incur any liability to the Client in any respect thereof. In the event that as a result of the error the Client withdraws or otherwise makes use of the funds so mistakenly transferred, the Client shall forthwith upon demand deposit or repay the Bank such amount equivalent to the said withdrawn or used sum, or the Bank may without prior notice to the Client debit the Account or any account of the Client maintained with the Bank (whether mature or not).

8.5 The Client acknowledges that the Bank will only keep record of any entries or transactions for a period of seven (7) years or such other period as the Applicable Law may require from the date of its creation and that the Bank may thereafter destroy or otherwise deal with such records as it deems fit without any liability whatsoever howsoever arising.

## **9 Suspension or Termination of Account**

9.1 The Client agrees that the Bank may, by giving the Client not less than one (1) month's notice in writing, in its absolute discretion, and without incurring any liability whatsoever, close any of the Account or convert one type of account into another type of account except if the Account in the Bank's reasonable opinion has been conducted unsatisfactorily or under a forgery or fraud or in breach of these Terms and Conditions or of any of the Applicable Law or otherwise to the detriment to the Bank, the Bank is entitled to suspend the operation of the Account or terminate the same forthwith without prior notice to the Client.

9.2 The Client shall be entitled to terminate the Account at any time by giving prior notice in writing but without giving any reason. Thereafter, the Bank shall close the Account and subject to these Terms and Conditions pay any balance standing to the credit to the Client in the manner as the Client may direct.

9.3 The closing or termination of any of the Account shall not, under any circumstances, discharge or affect any accrued, existing or contingent liabilities and obligations of the Client to the Bank. All accrued and outstanding fees, charges and other expenses of whatever nature (or any part thereof as the Bank may specify at its sole discretion) shall become immediately due and payable by the Client forthwith.

## **10 Dormant Account**

10.1 Where the balance of each deposit account is less than HKD10,000 or equivalent (inclusive) and there has been no movement in the past 12 months consecutively (bank interest collection and deduction of bank charges are not treated as movement in this context), the Branch may unilaterally classify such account as dormant and suspense all transactions. However, customers can request to reactivate their account at any time.

10.2 If the Client desires to reactivate the Account which is dormant, the Client is required to comply with all applicable terms and conditions



prescribed by the Bank for reactivation of the account.

### **11 Consolidation, Right of Set Off and Lien**

11.1 In addition and without prejudice to any general or banker's lien, right to set-off or similar rights to which the Bank is entitled by law, the Bank may at any time and without notice to the Client:-

(a) combine or consolidate all accounts including the Account or any other account of any nature whatsoever and either individually or jointly with others, maintained with the Bank and the Bank may set off or transfer any monies or other property in any such accounts to satisfy debts, obligations or liabilities on the Client's part due and owing to the Bank, whether such debts, obligations and liabilities are actual or contingent, secured or unsecured, primary or collateral, or joint or several; and

(b) if any sum is due but remains unpaid hereunder, retain all or any valuables or any other property whatever and wherever situate which may be deposited with or otherwise held by the Bank for or in the Client's name whether for safe custody or otherwise and sell the same or any part thereof at such price and in such manner as the Bank shall determine and the Bank may retain such agent or broker therefor and apply the proceeds thereof to set off any or all sums and liabilities due and owing to the Bank after deduction of all costs and expenses.

11.2 The Bank may at any time in its absolute discretion convert any sum in the Account or otherwise into any currency by any lawful means at the Bank's disposal and at the prevailing rate of exchange as determined by the Bank for the purpose of consolidation and set off without reference to the Client.

### **12 Amendment**

12.1 The Client agrees and accepts that the Bank may unilaterally amend or vary the provisions of these Terms and Conditions or any agreement upon giving the Client a notice of the changes in writing by way of displaying the same in a prominent position of the Bank's office premises, in the Bank's website or such other manner as the Bank shall in its discretion consider fit.

### **13 Fees, Charges, Expenses and Costs**

13.1 The Bank has rights to impose or levy such fees, charges, interest and/or commissions for the operation, maintenance or closing of any of the Account or provision of any of the service to the Client at such rate as prescribed by the Bank in any schedule of fees, charges, interest and/or commission published by the Bank from time to time provided always that the Bank may vary, revise or amend the rate or the basis of calculation thereof upon not less than 30 days prior written notice to the Client. Such schedule of fees, charges, interest and/or commission shall be made available to the Client upon the Client's request. Any such fees, charges, interest and/or commissions shall be payable by the Client to the Bank on demand forthwith.

13.2 The Client shall pay to the Bank all interest accrued on all sums payable by the Client to the Bank calculated from the due date to the date of actual payment (before and after judgment) at such rate as prescribed by the Bank and on the basis of the actual number of days lapsed in a year of 360 or 365 days subject to all the Applicable Law and in accordance with the Bank's prevailing practice for the relevant currency.

### **14 Individual Account**

14.1 This Clause 14 applies to a Client who is an individual.

14.2 In the event of the Client's death, bankruptcy, mental or other incapacity, all previous acts done by the Client and the Authorized Person(s) (if any) shall be binding upon the Client's executors, administrators, successors, receiver, trustee in bankruptcy and all other persons claiming (as the case may be) from the Client.

14.3 In the event that the Bank receives notice of the Client's predicament as specified in Clause 14.2, from the date upon which the Bank actually receives such notice: -

- (a) all outstanding instructions shall be cancelled. For the avoidance of doubt, the Bank shall not be responsible for any action taken as a result of such instructions prior to the actual receipt by the Bank of such notice;
- (b) all outstanding amounts due and owing to the Bank by the Client shall become due and immediately payable;
- (c) these Terms and Conditions will remain in full force and effect and fees, charges, expenses, costs, interest will continue to accrue until the Account is terminated; and
- (d) the Bank may, at its absolute discretion, exercise all the powers conferred upon the Bank by the Applicable Law without awaiting the appointment of a personal representative or official receiver for the Client's estate.

## **15 Joint Account**

15.1 This Clause 15 applies to the Client who consists of more than one person.

15.2 Unless otherwise agreed by the parties, the Client agrees that: -

- (a) the liability of each account holder shall be joint and several;
- (b) the Bank shall be entitled to deal separately with any account holder on any matter, including the discharge of any liability to any extent, without affecting the liability of any other account holder;
- (c) for all other matters, unless specifically provided for in these Terms and Conditions, the Bank shall be entitled to act on the instructions of any account holder;
- (d) in the event of death of an account holder, the credit balance in the Account will be held to the order of the surviving account holder(s) to the fullest extent permissible under any of the Applicable Law; and
- (e) in the event of death, bankruptcy or mental or other incapacity of any account holder, the Bank shall have the right to set off any claims the Bank has or may have against such account holder howsoever incurred against any credit balance in the Account and furthermore, the Bank shall have the right, at its sole discretion, to freeze the Account and refuse any dealings therewith, or refuse to accept any instructions, whether in respect of the Account or otherwise, until all liabilities and obligations of the account holder have been settled and discharged in full.

15.3 Subject to all the Applicable Law, the Bank may on the death of any of the Clients hold any credit balance, or balances of any account or accounts in the Client's sole or joint names to the order of the survivor of the Client or the executor or administrator of the last survivor of the Client, without prejudice to any right the Bank may have in respect of such balances arising by way of any lien, charge, pledge, set off, counterclaim under any security document, or otherwise whatsoever or any step or any legal proceedings which the Bank may in its absolute discretion deem desirable to take in view of any claim by any person other than the survivor of the Client or the executor or administrator or the last survivor of the Client.

15.4 Unless otherwise agreed between the Client and the Bank, the Client's Authorized Person have full authority to do everything on their behalf in relation to their accounts, including but not limited to operate their accounts, make withdrawals or transfers of fund, change transaction limits, but not to change the clients' Authorized Person or Signing Arrangement, and not to open accounts or apply for new services.

15.5 Clients may change their Authorized Person or Signing Arrangement after giving the Bank such notice and complying with such requirements and/or procedures as the Bank prescribe from time to time.

## **16 Partnership Account**

16.1 This Clause 16 applies to the Client who is formed as a partnership.

16.2 In the event of any change in the partnership's constitution, or the death, resignation, bankruptcy, liquidation, insolvency or receivership of any partner, or addition of any new partner (which the Client shall promptly inform the Bank as soon as such happening), the Bank shall treat the remaining or new partners (if applicable) as having full power to carry on the business of the partnership, and to deal with the partnership's assets as freely and the Bank shall deal with the Account as if there had been no such change until actual receipt of any further instructions.

16.3 In the event of any partner ceasing to be a member of the partnership by death or otherwise (the "Outgoing Partner"), and irrespective of whether or not notice of such cessation shall have been given to the Bank, insofar as the liability of Outgoing Partner and/or his estate is concerned, a new or separate account (whether under the old name or otherwise) shall be deemed to have been opened by the partnership with the Bank immediately, and as from and after such time, all payments therein made by the partnership to the Bank shall (notwithstanding any legal or equitable rule of presumption to the contrary) be placed to the credit of the new or separate account so opened or deemed to have been opened, and shall not go in reduction of any debt or liability of the amount due by the partnership to the Bank at the time prior to such new or separate account was opened or deemed to have been opened.

16.4 In the absence of written notice to the contrary from the partnership or any of the partners or legal or personal representatives or trustees of any of them, the Account shall remain in full force and effect notwithstanding the cessation of the Outgoing Partner as a partner for the partnership.

16.5 Each of the partners (including the Outgoing Partner and/or his estate) will be jointly and severally liable for repayment on demand to the Bank, all debts and liabilities owing or incurred to the Bank from or by the partnership on any account whatsoever, irrespective of whether such debts or liabilities were incurred prior to or after such cessation.

## **17 Other Accounts**

17.1 This Clause 17 applies to the Client who is a Society or incorporation or any entities other than an individual(s), limited company or partnership.

17.2 In the event of any change in the Client's constitution, dissolution or the death, resignation, bankruptcy, liquidation, insolvency, receivership or other incapacity of any office-bearer, proprietor or owner, or addition of any new office-bearer, proprietor or owner of the Client (which the Client shall promptly inform the Bank as soon as such happening), the Bank shall treat the remaining or new office-bearer, proprietor or owner (if applicable) as having full power to carry on the business of the Client and to deal with the Client's assets freely, and the Bank shall deal with the Account as if there had been no change until actual receipt of any further instructions.

17.3 In the event of the Client's registration with or approval from an appropriate government and authority for its establishment being cancelled under any of the Applicable Law, or its exemption for such registration or approval being cancelled, dissolution or other incapacity or otherwise causing it to cease to exist (which the Client shall promptly inform the Bank as soon as such happening), all previous instruction given and actions taken by the Client and the Authorized Person(s) (if any) shall be binding upon the Client's successors, liquidator, receiver and all other persons claiming (as the case may be) from the Client and the Bank shall have the same rights and powers as specified in Clause 14.2.

## **18 Market Disruption**

18.1 Without limiting any other provision in these Terms and Conditions, if the Bank determines that funds in the currency in which any of the Account is

denominated (the "agreed currency") are not available to the Bank in amounts, on terms and/or at a cost acceptable to the Bank, the Bank shall be entitled, by giving the Client reasonable notice in writing, to declare that any amounts held in the Account shall be owing and payable in such other major freely convertible currency as may be determined by the Bank at its sole and absolute discretion (the "substitute currency"). The Bank shall be entitled to specify such other modifications to the terms on which it has agreed to make the Account available to the Client as it determines necessary to reflect the change of currency. References to the term "rate of exchange" in this clause shall mean the spot rate at which the Bank in accordance with its normal practice is able, on the relevant date, to purchase the agreed currency with the substitute currency, and includes any premium and costs of exchange payable in connection with such purchase.

## **19 Confidentiality Delegation and Outsourcing**

19.1 We shall keep confidential all information relating to the Account or the service but may provide any such information to the regulators or law enforcement agency to comply with legal or regulatory requirements or requests for information and to any of the Bank's branches and/or associate for the purpose of providing services to the Client from time to time without any consent from or notification to the Client.

19.2 Where the holder of the Account and/or user of the service is an individual, the Bank is subject to the Personal Data (Privacy) Ordinance, which regulates the use of personal data and, in addition, the Bank's "Notice to Clients Relating to the Personal Data (Privacy) Ordinance" annexed to these Terms and Conditions.

19.3 Subject to all the Applicable Laws, rules, regulations, guidelines, circulars and codes of conduct, the Bank is entitled to delegate any of the Bank's functions to associate or the Bank's authorized agent for performance of such functions when the Bank consider fit without further notice to the Client.

19.4 Subject to all the Applicable Laws, rules, regulations, guidelines, circulars and codes of conduct, the Bank has right to outsource any part of the service including, without limitation, data transmission and process, backup support and all other such services to associate, the Bank's agent or such other party in Hong Kong or elsewhere in the manner as the Bank shall consider appropriate provided that the Bank remains liable for such outsourced activities.

## **20 Force Majeure**

20.1 The Bank shall not be liable to the Client for any partial or non-performance of its obligations hereunder by reason of any cause beyond its reasonable control including without limitation, an Act of God, any change in any of the Applicable Law, any breakdown, malfunction or failure of transmission, communication or computer facilities, industrial action, actions or regulations of any governmental or the failure of any relevant agent or appointee of the Bank, custodian, sub-custodian, dealer, exchange, clearing house or regulatory or self-regulatory organization.

## **21 Indemnity and General Exclusion of Liability**

21.1 Any action which the Bank may take or omit to take in accordance with the instructions given by the Client under these Terms and Conditions in connection with the Account shall be solely for the Client's account and at the Client's own risk.

21.2 The Client shall fully indemnify and keep harmless the Bank from time to time on demand against any and all losses, damages, charges, liabilities, actions, claims or expenses which may be brought against the Bank, or which the Bank, the agent and employee of the Bank may suffer or incur in connection with or as a result of the Client's breach of any provision under these Terms and Conditions.

21.3 This indemnity hereunder shall survive the termination of these Terms and Conditions or the closure of the Account.

21.4 Notwithstanding the foregoing, and without prejudice to the generality of the other provisions under these Terms and Conditions, the Bank shall not be liable for any direct or indirect losses, damages, charges or expenses whatsoever incurred or suffered by the Client.

21.5 In no circumstances shall the Bank bear any liability for consequential or special damage to the Client.

## **22 Waiver and Severability**

22.1 The rights and remedies provided in these Terms and Conditions, the Application Form and any other agreement are cumulative and are not exclusive of those provided by the Applicable Law.

22.2 The Bank may waive any right, remedy, power or privilege under these Terms and Conditions and any other agreement only by an express statement in writing. No failure or delay by the Bank in exercising any of its rights under these Terms and Conditions or in respect of any of the Account, the Application Form or any other agreement entered into between the Client and the Bank shall operate as a waiver of those or any other rights or remedies. No single or partial exercise of a right or remedy shall prevent further exercise of that right or remedy or the exercise of another right or remedy.

22.3 If at any time any provision of these Terms and Conditions is or becomes illegal, invalid, void, prohibited or unenforceable in any respect under the Applicable Law or the law of any jurisdiction neither the legality, validity or enforceability of the remaining condition, stipulation, provision, covenant and undertaking nor the legality, validity or enforceability of such provision under the Applicable Law or the law of any jurisdiction shall in any way be affected or impaired.

## **23 Assignment**

23.1 The Client shall not assign, charge or otherwise transfer or purport to assign, charge or otherwise transfer any of the Client's rights, interests, powers or obligations under these Terms and Conditions or any other agreement entered into between the Client and the Bank without the Bank's prior written consent and any purported assignment, charge or transfer in violation of this clause shall be void.

23.2 The Bank may assign or otherwise transfer all or any of its rights, remedies interests, powers or obligations under these Terms and Conditions, the Account and any agreement in connection with any of the Account or transaction to which they relate without prior consent from the Client.

23.3 These Terms and Conditions and any other agreement entered into between the Client and the Bank shall be binding on the Bank and the Client and their respective successors and assigns.

## **24 Client Complaints**

24.1 The Bank operates a complaints procedure which in summary operates in the following way. If the Client has a complaint about the Account, the Client should write to the Bank, setting out the grounds for the Client's complaint.

24.2 The Bank shall provide a written acknowledgement to the Client within seven (7) days upon receipt of the complaint. The Bank shall investigate such complaints and a written response shall endeavour to be sent to the Client within thirty (30) days from the date of receipt of the formal complaint.

## **25 Governing Law and Jurisdiction**

25.1 These Terms and Conditions shall be governed by and construed in all respects in accordance with the laws of Hong Kong.

25.2 The Client and the Bank irrevocably submit to the non-exclusive jurisdiction of the Hong Kong courts.

### **SECTION III: SPECIFIC TERMS**

**These Specific Terms should be read in conjunction with the General Terms. In the event of any inconsistency between those provisions and these provisions, the provisions herein shall prevail.**

#### **A. CURRENT ACCOUNT**

##### **1 Opening Maintenance and Operation**

1.1 The current account (which shall be denominated in either Hong Kong dollars or United States dollars) will be opened with the Bank.

1.2 The Client agrees that the Client will be bound by the conditions from time to time printed on the inside of the cheque book issued to the Client by the Bank.

1.3 No overdraft may arise on a current account without the prior written agreement of the Bank.

1.4 Interest will be payable on the daily credit balance and will be credited to the current account each month at such rate as may from time to time be determined by the Bank in its absolute discretion and interest on a current account to be closed will be accrued and paid up to the day prior to the date of closure.

1.5 In circumstances where the Bank considers that a current account is not conducted appropriately or in a manner satisfactory to the Bank, the Bank shall have the right at any time to close such a current account without prior notice to the Client. In such an event the Client shall return, on demand, all unutilized cheques or cheque books in his possession.

1.6 The Bank reserves the absolute right not to honour any cheque drawn on a current account for whatever reason, including but without limitation, by reason of technical error or insufficient funds in the relevant current account, and the Bank reserves its absolute right to return to the Client any cheque presented in such circumstances.

##### **2 Application for Cheque Book**

2.1 A cheque book will be issued to the Client on opening a current account.

2.2 Applications for additional cheque books should be made by presenting a duly completed cheque book application form, through any available phone banking services (if available), or through an automated teller machine or such other method as may be prescribed by the Bank from time to time.

Notwithstanding that an application for a cheque book may have been made in accordance with this provision, the Bank reserves the absolute right to refuse to issue a cheque book.

2.3 Whenever the Bank issues a cheque book, the cheque book shall be delivered to the Client by ordinary post to the Client's registered office or last known address unless otherwise requested by the Client. The Bank assumes no responsibility for any delay in the delivery of any cheque book.

2.4 Upon receipt of a new cheque book, the Client should, before use, verify the cheque serial numbers, account number, the name printed on the cheque book and the number of cheques. The Client shall immediately notify the Bank by telephone, followed by written notice, of any irregularities.

### **3 Cheque Book Security**

3.1 The Client shall at all times keep his/her cheque book in a place of security, under lock and key and under his/her personal control and possession, so as to be inaccessible to unauthorized persons. The Client shall fully indemnify and hold harmless the Bank against any consequences, and any claims made against the Bank by any third party, resulting from loss, falsification, alteration or unauthorized use of any cheque issued to the Client.

3.2 The Client shall immediately notify the Bank by telephone, to be followed by written notice, upon becoming aware that any cheque or cheque book supplied to him by the Bank has been stolen, lost or misplaced.

### **4 Manner of making out a Cheque**

4.1 Cheques may only be drawn in Hong Kong dollars or in United States dollars.

4.2 Cheques to be drawn on a current account may only be made out on the cheque book supplied and designated by the Bank for use with the current account only.

4.3 The amount both in words and in figures should be written distinctly, in the spaces provided on the cheque, as close to each other and to the left hand margin as possible and in such a way as to prevent the addition or insertion of any further words or figures. Only Arabic numerals should be used for figures.

4.4 The word "Only" should be added immediately after the amount expressed in words.

4.5 Cheques should be written in non-erasable ink or ball point pen in Chinese or English and be signed in conformity with the specimen signature appended on the Signature Card.

4.6 When cheques are sent through the post or otherwise, the words "OR BEARER" should be deleted and the cheque crossed.

4.7 All cheques must be correctly completed in accordance with these Terms and Conditions and the Bank shall be entitled, without any liability on its part, to dishonour and/or return cheques that are not so completed.

4.8 The Client should not draw any cheques in any manner which facilitates or may facilitate unauthorized alteration or amendment and/or fraud or forgery, and shall notify the Bank as soon as he becomes aware of any fraud or forgery.

4.9 The Bank shall not be liable under any circumstances for paying on forged cheques where the forgery is made possible by the use of erasable ink, pens, typewriters, cheque writers, franking machines, laser printers or any other equipment with built-in erasure features or where the unauthorized alteration or amendment and/or forgery or fraud could not be easily detected.

### **5 Alterations to Cheques**

5.1 Any alterations to cheques should be written distinctly and clearly so that the alterations may be readily detected. All alterations should be confirmed by the full and complete signature of the Client and the Bank shall be entitled, without any liability on its part, to dishonour cheques where such alteration are not confirmed in accordance with this provision.

5.2 The Client acknowledges that the Bank shall not be held responsible for any losses, damages, expenses arising from alterations which cannot be readily detected.

## **6 Stop Payment Order**

6.1 The Client may only cancel, countermand or stop payment of a cheque by giving instructions verbally by telephone (and followed by writing within 24 hours thereafter) or in writing with full particulars, including cheque number, amount, payee and date of issue to the Bank and such other information or documentation which the Bank may request.

## **7 Charges**

7.1 A service charge or such other fees as the Bank may from time to time prescribe, shall be payable by the Client to the Bank for:

- (a) cheque that is dishonoured and/or returned unpaid in accordance with these Terms and Conditions; and
- (b) instruction to cancel, countermand or to stop payment of a cheque.

## **8 Joint Account**

8.1 The Client agrees that any cheque made payable to any one of the Clients of a joint account may be credited to the joint account maintained with the Bank by the Clients.

# **B. SAVINGS ACCOUNT**

## **1 Opening Maintenance and Operation**

1.1 The savings account will be opened with the Bank.

1.2 For the purpose of savings account, the Bank shall provide the Client with statement saving account.

1.3 Interest will be payable on the semi-annually credit balance and will be credited to the savings account each month at such rate as may from time to time be determined by the Bank in its absolute discretion and interest on a savings accounts to be closed will be accrued and paid up to the day prior to the date of closure.

1.4 Where a savings account is denominated in a foreign currency, the Bank shall have a right at its sole discretion to pay the Client in full satisfaction of the Client's deposit or any part thereof and/or the interest thereon (if application) in any of the following ways: -

- (a) payment in bank notes of the relevant foreign currency;
- (b) a cheque to be drawn on a bank in the country of the relevant foreign currency, subject to any of the Applicable Law, with the Client accepting all the risks of or arising from any of the Applicable Law;
- (c) payment in Hong Kong dollars of the amount equivalent to the relevant foreign currency at such rate of exchange prevailing in the at the time of payment.

Where there is a prevailing difference between the "bank sell rate" and the "bank buy rate", the "bank buy rate" shall be adopted for the purpose of fixing the above rate of exchange. In the absence of such difference, the official rate of exchange between the relevant foreign currency and the Hong Kong dollars prevailing at the time of the payment by the Bank to the Client; or



(d) dividing the amount of the deposit and/or interest into two or more separate amounts (which amounts need not be equal), and each amount may be satisfied in any one or combination of the ways contemplated in sub-clauses (a), (b) or (c) above.

## **2 Specific Terms applicable to Passbook Savings Account**

2.1 Any payments made by the Bank to any person presenting a withdrawal form in the form prescribed by the Bank from time to time and which appears to be signed by the Client shall have the same effect as if paid to the Client personally and shall absolve the Bank from all liabilities to the Client or to any other person.

2.2 The Bank may request the person presenting a withdrawal slip to produce his identity card or other reasonably acceptable identification document as evidence of his identity.

2.3 The Client should examine the balance carefully after each transaction before leaving the counter to ensure that the correct entries have been made and that such transaction has been recorded as an entry in the passbook.

## **C. FIXED DEPOSIT ACCOUNT**

### **1 Opening Maintenance and Operation**

1.1 The fixed deposit account will be opened with the Bank.

1.2 The fixed deposit accounts are available in a number of currencies, including Hong Kong dollars and other foreign currencies (at the sole discretion of the Bank). The tenor of deposits, terms, amount, basis, treatment and payment of interest for each fixed deposit account will be determined by the Bank in accordance with the Bank's usual practice and notice of the same will at the time a deposit is made, be delivered to the Client or made available to the Client upon request. In the event that foreign currency in a fixed deposit account is withdrawn in a form other than a telegraphic transfer to a third party beneficiary, then the Client may be liable for any associated conversion costs which will be calculated based on the difference between the prevailing telegraphic transfer rate and the prevailing draft/cash rate.

1.3 Any amendment of a maturity instruction (that is an instruction in the manner in which the matured deposit should be handled) or an instruction to renew, withdraw or cancel must be given to the Bank by telephone, or through phone banking services (if available) or such other method prescribed by the Bank from time to time, and such instruction should be given at least one Business Day prior to the date of maturity of any deposit.

1.4 In the absence of any instructions relating to the fixed deposit account a deposit will not be renewed on maturity and the Bank shall place it on call or the Bank is entitled at its absolute discretion, upon the maturity of a deposit to: -

(a) renew the term of deposit on the same terms and conditions and tenor as previously applied and to pay interest at such rate as the Bank considers to be the prevailing rate in respect of a fixed deposit account at that time; or

(b) place the deposit at call at the prevailing interest rate; or

(c) in the absence of instructions relating to the fixed deposit account, the deposit will not be renewed and simply placed on call at the prevailing interest rate.

All applicable interest accrued shall be credited to the Account as previously specified by the Client but in the absence thereof, the deposit (inclusive of the interest accrued) shall be renewed in the manner aforesaid; or

(d) place the deposit in a suspense account without interest until instructions from the Client are received.

1.5 The Client may only withdraw a deposit on the maturity of the deposit. In the event the Client withdraws or cancels the deposit prior to maturity, the Client shall not be entitled to any interest accrued and furthermore the Bank has a right to impose a handling charge for such early withdrawal or cancellation.

1.6 When the maturity date of a fixed deposit falls on a day other than a business day in Hong Kong or in the jurisdiction of the foreign currency in which the fixed deposit is denominated, the fixed deposit is payable on the next business day.

Yuanta Bank, Ltd., Hong Kong Branch (the "Bank")

**Notice to Customers**  
**Relating to the**  
**Personal Data (Privacy) Ordinance (the "Ordinance")**

- (a) From time to time, it is necessary for customers to supply the Bank with data in connection with the opening or continuation of accounts and the establishment or continuation of banking facilities or provision of banking services.
- (b) Failure to supply such data may result in the Bank being unable to open or continue accounts or establish or continue banking facilities or provide banking services.
- (c) It is also the case that data are collected from customers in the ordinary course of the continuation of the banking relationship, for example, when customers write cheques or deposit money.
- (d) The purposes for which data relating to a customer may be used are as follows: -
- (i) the daily operation of the services and credit facilities provided to customers;
  - (ii) conducting credit checks at the time of application for credit and at the time of regular or special reviews which normally will take place one or more times each year;
  - (iii) creating and maintaining the Bank's credit scoring models;
  - (iv) assisting other financial institutions to conduct credit checks and collect debts;
  - (v) ensuring ongoing credit worthiness of customers;
  - (vi) designing financial services or related products for customers' use;
  - (vii) marketing services, products and other subjects (please see further details in paragraph (g) below);
  - (viii) determining amounts owed to or by customers;
  - (ix) collection of amounts outstanding from customers and those providing security for customers' obligations;
  - (x) complying with the obligations, requirements or arrangements for disclosing and using data that apply to the Bank or any of its branches or that it is expected to comply according to:
    - (1) any law binding or applying to it within or outside the Hong Kong Special Administrative Region existing currently and in the future;
    - (2) any guidelines or guidance given or issued by any legal, regulatory, governmental, tax, law enforcement or other authorities, or self-regulatory or industry bodies or associations of financial services providers within or outside the Hong Kong Special Administrative Region existing currently and in the future;

- (3) any present or future contractual or other commitment with local or foreign legal, regulatory, governmental, tax, law enforcement or other authorities, or self-regulatory or industry bodies or associations of financial services providers that is assumed by or imposed on the Bank or any of its branches by reason of its financial, commercial, business or other interests or activities in or related to the jurisdiction of the relevant local or foreign legal, regulatory, governmental, tax, law enforcement or other authority, or self-regulatory or industry bodies or associations;
- (xi) complying with any obligations, requirements, policies, procedures, measures or arrangements for sharing data and information within the group of the Bank and/or any other use of data and information in accordance with any group-wide programmes for compliance with sanctions or prevention or detection of money laundering, terrorist financing or other unlawful activities;
- (xii) enabling an actual or proposed assignee of the Bank, or participant or sub-participant of the Bank's rights in respect of the customer to evaluate the transaction intended to be the subject of the assignment, participation or sub-participation; and
- (xiii) purposes relating thereto.
- (e) Data held by the Bank relating to a customer will be kept confidential but the Bank may provide such information to the following parties for the purposes set out in paragraph (d) above: -
- (i) any agent, contractor or third party service provider who provides administrative, telecommunications, computer, payment or securities clearing or other services to the Bank in connection with the operation of its business;
- (ii) any other person under a duty of confidentiality to the Bank including a group company of the Bank which has undertaken to keep such information confidential;
- (iii) the drawee bank providing a copy of a paid cheque (which may contain information about the payee) to the drawer;
- (iv) credit reference agencies, and, in the event of default, to debt collection agencies;
- (v) any person to whom the Bank or any of its branches is under an obligation or otherwise required to make disclosure under the requirements of any law binding on or applying to the Bank or any of its branches, or any disclosure under and for the purposes of any guidelines or guidance given or issued by any legal, regulatory, governmental, tax, law enforcement or other authorities, or self-regulatory or industry bodies or associations of financial services providers with which the Bank or any of its branches are expected to comply, or any disclosure pursuant to any contractual or other commitment of the Bank or any of its branches with local or foreign legal, regulatory, governmental, tax, law enforcement or other authorities, or self-regulatory or industry bodies or associations of financial services providers, all of which may be within or outside the Hong Kong Special Administrative Region and may be existing currently and in the future;

(vi) any actual or proposed assignee of the Bank or participant or sub-participant or transferee of the Bank's rights in respect of the customer; and

(vii) (1) the Bank's group companies;

(2) third party financial institutions, insurers, credit card companies, securities and investment services providers;

(3) third party reward, loyalty, co-branding and privileges programme providers;

(4) co-branding partners of the Bank and the Bank's group companies (the names of such co-branding partners can be found in the application form(s) for the relevant services and products, as the case may be);

(5) charitable or non-profit making organisations; and

(6) external service providers (including but not limited to mailing houses, telecommunication companies, telemarketing and direct sales agents, call centres, data processing companies and information technology companies) that the Bank engages for the purposes set out in paragraph (d)(vii) above.

Such information may be transferred to a place outside Hong Kong.

(f) With respect to data in connection with mortgages applied by a customer (whether as a borrower, mortgagor or guarantor and whether in the customer's sole name or in joint names with others) on or after 1 April 2011, the following data relating to the customer (including any updated data of any of the following data from time to time) may be provided by the Bank, on its own behalf and/or as agent, to a credit reference agency:

(i) full name;

(ii) capacity in respect of each mortgage (as borrower, mortgagor or guarantor, and whether in the customer's sole name or in joint names with others);

(iii) Hong Kong Identity Card Number or travel document number;

(iv) date of birth;

(v) correspondence address;

(vi) mortgage account number in respect of each mortgage;

(vii) type of the facility in respect of each mortgage;

(viii) mortgage account status in respect of each mortgage (e.g., active, closed, write-off (other than due to a bankruptcy order), write-off due to a bankruptcy order); and

(ix) if any, mortgage account closed date in respect of each mortgage.

The credit reference agency will use the above data supplied by the Bank for the purposes of compiling a count of the number of mortgages from time to time held by the customer with credit providers in Hong Kong, as borrower, mortgagor or guarantor respectively and whether in the customer's sole name or in joint names with others, for sharing in the consumer credit database of the credit reference agency by credit providers (subject to the requirements of the Code of Practice on Consumer Credit Data approved and issued under the Ordinance).

**(g) USE OF DATA IN DIRECT MARKETING**

The Bank intends to use a customer's data in direct marketing and the Bank requires the customer's consent (which includes an indication of no objection) for that purpose. In this connection, please note that:

- (i) the name, contact details, products and services portfolio information, transaction pattern and behaviour, financial background and demographic data of a customer held by the Bank from time to time may be used by the Bank in direct marketing;
- (ii) the following classes of services, products and subjects may be marketed:
  - (1) financial, insurance, credit card, banking and related services and products;
  - (2) reward, loyalty or privileges programmes and related services and products;
  - (3) services and products offered by the Bank's co-branding partners (the names of such co-branding partners can be found in the application form(s) for the relevant services and products, as the case may be); and
  - (4) donations and contributions for charitable and/or non-profit making purposes;
- (iii) the above services, products and subjects may be provided or (in the case of donations and contributions) solicited by the Bank and/or:
  - (1) the Bank's group companies;
  - (2) third party financial institutions, insurers, credit card companies, securities and investment services providers;
  - (3) third party reward, loyalty, co-branding or privileges programme providers;
  - (4) co-branding partners of the Bank and the Bank's group companies (the names of such co-branding partners can be found in the application form(s) for the relevant services and products, as the case may be); and
  - (5) charitable or non-profit making organisations;
- (iv) in addition to marketing the above services, products and subjects itself, the Bank also intends to provide the data described in paragraph (g)(i) above to all or any of the persons described in paragraph (g)(iii) above for use by them in marketing those services, products and subjects, and the Bank requires the customer's written consent (which includes an indication of no objection) for that purpose;
- (v) The Bank may receive money or other property in return for providing the data to the other persons in paragraph (g)(iv) above and, when requesting the customer's consent or no objection as described in paragraph (g)(iv) above, the Bank will inform the customer if it will receive any money or other property in return for providing the data to the other persons.

**If a customer does not wish the Bank to use or provide to other persons his data for use in direct marketing as described above, the customer may exercise his opt-out right by notifying the Bank.**

(h) Under and in accordance with the terms of the Ordinance and the Code of Practice on Consumer Credit Data, any customer has the right: -

- (i) to check whether the Bank holds data about him and of access to such data;
- (ii) to require the Bank to correct any data relating to him which is inaccurate;
- (iii) to ascertain the Bank's policies and practices in relation to data and to be informed of the kind of personal data held by the Bank;
- (iv) to be informed on request which items of data are routinely disclosed to credit reference agencies or debt collection agencies, and be provided with further information to enable the making of an access and correction request to the relevant credit reference agency or debt collection agency; and
- (v) in relation to any account data (including, for the avoidance of doubt, any account repayment data) which has been provided by the Bank to a credit reference agency, to instruct the Bank, upon termination of the account by full repayment, to make a request to the credit reference agency to delete such account data from its database, as long as the instruction is given within five years of termination and at no time was there any default of payment in relation to the account, lasting in excess of 60 days within five years immediately before account termination. Account repayment data include amount last due, amount of payment made during the last reporting period (being a period not exceeding 31 days immediately preceding the last contribution of account data by the Bank to a credit reference agency), remaining available credit or outstanding balance and default data (being amount past due and number of days past due, date of settlement of amount past due, and date of final settlement of amount in default lasting in excess of 60 days (if any)).
- (i) In the event of any default of payment relating to an account, unless the amount in default is fully repaid or written off (other than due to a bankruptcy order) before the expiry of 60 days from the date such default occurred, the account repayment data (as defined in paragraph (h)(v) above) may be retained by the credit reference agency until the expiry of five years from the date of final settlement of the amount in default.
- (j) In the event any amount in an account is written-off due to a bankruptcy order being made against a customer, the account repayment data (as defined in paragraph (h)(v) above) may be retained by the credit reference agency, regardless of whether the account repayment data reveal any default of payment lasting in excess of 60 days, until the expiry of five years from the date of final settlement of the amount in default or the expiry of five years from the date of discharge from a bankruptcy as notified by the customer with evidence to the credit reference agency, whichever is earlier.
- (k) In accordance with the terms of the Ordinance, the Bank has the right to charge a reasonable fee for the processing of any data access request.
- (l) The person to whom requests for access to data or correction of data or for information regarding policies and practices and kinds of data held are to be addressed is as follows: -

Yuanta Bank

Telephone:(852)2511-1719

Fax:(852)2511-1879

Email: HK\_cs.bank@yuantabank.com.hk

- (m) The Bank may have obtained a credit report on the customer from a credit reference agency in considering any application for credit. In the event the customer wishes to access the credit report, the Bank will advise the contact details of the relevant credit reference agency.
- (n) Nothing in this Notice shall limit the rights of customers under the Personal Data (Privacy) Ordinance.